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9 Attorneys for Defendant H&R Block Enterprises, LLC, a Missouri limited liability
10 company, dba H&R Block Tax Services; Does 1 Through 20 Inclusive

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

TICAD RETAIL PROPERTIES
HOLDINGS LLC, a DELAWARE limited
liability company,

Plaintiff,

v.

H&R BLOCK ENTERPRISES, LLC, a
Missouri limited liability company, dba
H&R BLOCK TAX SERVICES; DOES 1
THROUGH 20, INCLUSIVE,

Defendants.

Case No.

**DEFENDANT H&R BLOCK
ENTERPRISES, LLC'S ANSWER
TO PLAINTIFF'S COMPLAINT**

Complaint Filed: August 17, 2022

Trial Date: Not Yet Set

Defendant H&R Block Enterprises, LLC (“H&R Block”) for its Answer to Plaintiff’s Complaint for Breach of Lease; Demand for Judicial Reference respectfully submits the following:

1. Upon information and belief, H&R Block admits the allegations in paragraph 1 of the Complaint.

2. H&R Block lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in Paragraph 2 of the Complaint, and therefore denies the same.

3. H&R Block denies the allegations in paragraph 3 of the Complaint.

4. H&R Block admits the allegations in paragraph 4 of the Complaint.

5. H&R Block admits the allegations in paragraph 5 of the Complaint.

6. H&R Block admits that it is a party to a lease for the Premises. H&R Block denies any remaining allegations in paragraph 6 of the Complaint.

7. H&R Block denies the allegations in paragraph 7 of the Complaint.

8. H&R Block denies the allegations in paragraph 8 of the Complaint.

9. H&R Block denies the allegations in paragraph 9 of the Complaint.

10. H&R Block denies the allegations in paragraph 10 of the Complaint.

11. H&R Block admits that the lease has an attorney fee provision the terms of which speak for itself. H&R Block denies the remaining allegations in paragraph 11 of the Complaint.

DEFENSES AND AFFIRMATIVE DEFENSES

In addition to the denials set forth above, H&R Block asserts the following affirmative and other defenses. In pleading these defenses, H&R Block does not admit that it bears the burden of proof, production, or persuasion on said defenses.

Accordingly, H&R Block states as follows:

1. Plaintiff's claims, if any, are precluded by the doctrines of waiver, estoppel, and laches.

2. Plaintiff's claims may be barred, in whole or in part, by the terms of one or more sections of any applicable contracts, agreements, and/or leases.

3. Plaintiff's claims may be barred, in whole or in part, by the doctrines of accord, satisfaction and/or payment.

4. Plaintiff's claims may be barred, in whole or in part, by the applicable statute of limitations set forth in the lease.

5. H&R Block expressly reserves the right to amend and/or add additional defenses and affirmative defenses as discovery progresses herein.

WHEREFORE, Defendant H&R Block Enterprises, LLC, denies any and all liability to Plaintiff and demands that Plaintiff's Complaint be dismissed with prejudice, together with interest, costs and attorneys' fees and such other and further relief as the Court may deem proper.

LANZA & SMITH, PLC

Dated: September 20, 2022

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